

**TENDER
DOCUMENT**

**FOR
Switching Services & RUPAY Card
functioning in
UP
Cooperative
Bank Ltd.**



Tender Document No: COOP BANK/

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF UTTAR PRADESH COOPERATIVE BANK LTD. () AND WILL NOT BE RETURNED. RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM.

(THIS DOCUMENT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM)

Critical Information Summary

- 1) The TENDER DOCUMENT is posted on website www.upcbl.in. UPCB reserves the right to change the vendor requirements. However, any such changes will be posted on web site.
- 2) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3) Any clarifications from bidder or any change in requirement will be posted on UPCB website. Hence before submitting bids, bidder must ensure that such clarifications / changes have been considered by them. UPCB will not have any responsibility in case some omission is done by any bidder.
- 4) In case of any clarification required by UPCB to assist in the examination, evaluation and comparison of bids, UPCB may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 5) Please note that all the information required as per the bidding document needs to be provided. Incomplete information in these areas may lead to non-selection.
- 6) **Modification And/Or Withdrawal of Bids:**
Bids once submitted will be treated as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.
- 7) UPCB has the right to reject any or all tenders received without assigning any reason whatsoever.

NOTE:

UPCB SHALL NOT BE RESPONSIBLE FOR NON-RECEIPT / NON-DELIVERY OF THE BID DOCUMENTS DUE TO ANY REASON, WHATSOEVER.

Table of Contents

1	Schedule of events:.....	5
2	Introduction and Disclaimers	6
2.1	Purpose of TENDER DOCUMENT	6
2.2	Information Provided	6
2.3	Disclaimer.....	6
2.4	Costs to be borne by Respondents	6
2.5	No Legal Relationship.....	7
2.6	Recipient Obligation to Inform Itself.....	7
2.7	Evaluation of Offers	7
2.8	Errors and Omissions	7
2.9	Acceptance of Terms.....	7
2.10	Proposal submission:	8
2.11	Bid Validity Period	8
2.12	Tender Document	8
2.13	Notification	9
2.14	Disqualification.....	9
3	Background	9
3.1	Introduction	9
3.1.1	Three tier Cooperative Credit Structure.....	10
3.2	About U.P. Co-operative Bank Ltd.	10
3.3	DCCBs	10
3.4	Primary Agriculture Credit Societies (PACS).....	11
3.5	Present IT setup:	11
4	Requirements.....	11
4.1	Objective	11

4.2	Scope.....	12
4.2.1	Broad Scope of work for switching services	13
4.3	Terms and conditions.....	13
5	Selection Criteria.....	13
5.1	Tender Methodology	13
5.2	Selection process	14
5.2.1	FORMATS OF BIDS:.....	16
5.2.2	Registration of 'Tender Document'	16
5.2.3	Bid Validity Period.....	16
5.2.4	Notification	17
5.2.5	Disqualification	17
6	Technical Bid	17
6.1	Eligibility Criteria	17
7	Terms and conditions.....	18
8.	Agreement Performa	20

1 Schedule of events:

Sr. No	Bid Reference No. : COOP BANK/CBS/2012-2013/01		
1.	Purpose	ATM / EFT switching services and RUPAY card functioning	
2.	Cost of Tender	Rs.1000/-(Five Thousand Only)	
3.	Earnest Money Deposit (EMD)	Rs.200000/-(Two Lakh Only) To be submitted as Demand Draft in favour of “Uttar Pradesh Cooperative Bank Limited”, payable at Lucknow.	
4.	No. of Envelopes (Non window, sealed) to be submitted	Two (2) Envelopes <u>Envelope 1 containing:</u> 1. Technical Bids as per Section 5. (Submit 1 hard copy and 1 soft copy in CD) 2. DD towards cost of tender & EMD. <u>Envelope 2 containing:</u> Financial bid as per Section 6 (Only one bid to be kept).	
5.	Last Date and time of submission	27 th May, 2013 (Monday); 2:00 PM	
6.	Venue, Date and Time of opening of Bids, except Financial bids.	At 2:30 PM, on last date of bid submission, U P Cooperative Bank Limited (Head Office) 9 th Floor, Meeting Hall Mahatma Gandhi Marg, Lucknow – 226001	
7.	Bid Validity	6 months from the last date of submission.	
8.	Address for submission of Bids	The Managing Director U P Cooperative Bank Limited Mahatma Gandhi Marg, Lucknow – 226001	
9.	Contact Persons :		
	Name & Designation	Phone	E-mail
	Mr. Pankaj Pandey Manager - IT	09415530582	pankajpandeyupcbtender@yahoo.com

2 Introduction and Disclaimers

2.1 Purpose of TENDER DOCUMENT

The purpose of TENDER DOCUMENT is to short list ATM/EFT Switch Vendors for providing switching services for NFS connectivity, driving ATMs and functioning of RUPAY cards based on 1) Minimum Eligibility Criteria 2) Technical bid and 3) Financial bid.

2.2 Information Provided

The Tender Document document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with UPCB. Neither UPCB nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

Neither UPCB nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

2.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, UPCB and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this TENDER DOCUMENT or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of UPCB or any of its officers, employees, contractors, agents, or advisers.

2.4 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation and submission of responses including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by UPCB, will be borne entirely and exclusively by the Respondent.

2.5 No Legal Relationship

No binding legal relationship will exist between any of the Respondents and UPCB until execution of a contractual agreement.

2.6 Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the TENDER DOCUMENT and the meaning and impact of that information.

2.7 Evaluation of Offers

Each Recipient acknowledges and accepts that UPCB may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Audit firm(s). The TENDER DOCUMENT will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.

2.8 Errors and Omissions

Each Recipient should notify UPCB of any error, omission, or discrepancy found in this TENDER DOCUMENT.

2.9 Acceptance of Terms

A recipient will, by responding to UPCB for TENDER DOCUMENT, be deemed to have accepted the terms of this Introduction and Disclaimer.

2.10 Proposal submission:

Proposal document submission is required to be done as under:-

1. Hard copy along with 1 soft copy (of Technical Bids) at the following address in a single sealed envelope.

**The Managing Director,
U P Cooperative Bank Limited
Mahatma Gandhi Marg,
Lucknow – 226001**

Copies of the proposal must be submitted before the aforementioned closing date and time mentioned in Critical Information Summary.

Faxed copies of any submission are not acceptable and will be rejected by the Bank.

All copies of proposal and attachments must be provided in a sealed envelope.

If the submission does not include all the information required or is incomplete, the proposal is liable to be rejected.

All submissions, including any accompanying documents, will become the property of UPGB.

Recipients shall be deemed to license, and grant all rights to UPGB to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients and to disclose and/or use the contents of the submission as the basis for processing of proposal, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

2.11 Bid Validity Period

The proposal must remain valid and open for evaluation according to their terms for a period of at least 6 months from the time the Bid closes on the deadline.

2.12 Tender Document

Recipients are required to direct all communications related to this TENDER DOCUMENT, through the

Nominated Point of Contact person:

Contact	:	Mr. Pankaj Pandey
Position	:	Manager (IT)
Email	:	<u>pankajpandeyupcbtender@yahoo.com</u>
Telephone	:	09415530582
Fax	:	_____

UPCB will not answer any communication initiated by Respondents later than five business days prior to the due date for submission of Bid. However, UPCB may, in its absolute discretion, seek additional information or material from any Respondents after the Bid closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their Fax, email and full address(s) to ensure that replies to Bid could be conveyed promptly.

If UPCB, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then UPCB reserves the right to communicate such response to all Respondents.

UPCB may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the Bid closes to improve or clarify any response.

2.13 Notification

UPCB will notify all short-listed Respondents in writing as soon as practicable about the outcome of their Proposal. UPCB is not obliged to provide any reasons for any such acceptance or rejection.

2.14 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a disqualification.

3 Background

3.1 Introduction

Cooperative Banks come under three tier of Short Term Cooperative Credit Structure (STCCS). Following table shows the brief description of STCCS of state of Uttar

Pradesh.

3.1.1 Three tier Cooperative Credit Structure

Apex bank	UPCB	28 –Branches 39 –Pay Offices 17 –Regional Offices
Central bank	DCCBs	50 –DCBs 1349 –Branches
PACS	PACS	7479

3.2 About U.P. Co-operative Bank Ltd.

Uttar Pradesh Co-operative Bank Limited established in 1944 is the apex bank of Cooperative Credit Societies in the State. Beside the State Government 50 district Cooperative Bank and 10 Apex Cooperative bodies is its member. It is a Scheduled Bank. The Bank has 79 offices including 28 branches, 34 pay offices and 17 regional offices (RO). In addition the Bank also regulates The Cadre Authority of the secretaries/senior managers of district cooperative banks and secretaries of primary agricultural credit cooperative societies. The main objective of the bank is to exercise fiscal discipline over district/central cooperative banks, given them professional advise as also to play the role of a balancing center. This apex bank, besides its own financial resources, obtains loans on concessional interest rates from NABARD and through district cooperative banks extends refinance facilities for short term and medium term loans for agricultural production and other allied works. The bank besides agricultural production, extends financial assistance to agriculture-based large and medium processing industries like sugar factories, spinning mills, rice mills, oil mills, vegetable oil mills, solvent extraction plants, cottage industries, cold storage, handloom, agriculture, rural development banks, cooperative housing society, marketing federation, sugar cane society, State Sugar Mills Corporation and NAFED.

3.3 DCCBs

There are 50 DCCBs in the state of UP. The main objective is to provide agriculture (STCCS) in form of cash and fertilizer inputs through their affiliated PACS. There are 1349 no of branches in the state with 7479 PACS affiliated to them. DCCBs mobilize their resources through deposits and by obtaining refinance from NABARD through APEX bank. They also exercise financial discipline over the affiliated societies and ensuring smooth flow of credit. The DCCBs also provide loans to diversified sectors e.g. Salary earner societies, sugar mills, consumer durables, personal loan, taxi loan etc... . The main aim of DCCBs is to keep their cost of fund at the minimum and earning from

the interest at the highest to increase their financial margin.

3.4 Primary Agriculture Credit Societies (PACS)

There are 7479 PACS in the state of UP. The PACS are lower tier of 3 tier STCCS delivery system. The main function of PACS is to provide crop loan to its member in form of cash & kind (Agriculture inputs). Their main source of fund is borrowing from DCCBs by which they are affiliated. They also take deposits from the members. They also act as purchase centre for various crops (Wheat, Paddy, etc...).

3.5 Present IT setup:

Cooperative banks come under 3 tier Short Term Cooperative Credit Structure. There are 50 DCCBs in the state of UP with its around 1349 branches and One Apex Cooperative bank at state level (UPCB) with its 28 branches. 15 DCBs has been covered under CBS system. Each bank has its own Data centre thus 15 independent data centre are there in the state.

4 Requirements

4.1 Objective

The 'UPCB' wishes to appoint competent banking software organization for assisting the Bank in providing ATM/ Debit card functioning and ATM driving. The Switch vendor will be responsible as per the scope and timelines outlined below.

Bank's Objective for selecting ATM / EFT switch vendor is to access that:

:

- UPCB can be at par with the larger commercial banks in public and private sectors.
- UPCB connect with the country-wide ATM network of all NFS Member Banks.
- UPCB ATMs are driven by ASP switch, they can acquire transactions from NFS member cardholders and earn revenue from it
- Increase the transaction volume on the ATMs and thereby reduce the cost per transaction and increase ROI.

4.2 Scope

A description of the envisaged scope is enumerated as under. However, the 'UPCB' reserves its right to change the scope of the 'Tender Document' considering the size and variety of the requirements and the changing business conditions. Based on the contents of the 'Tender Document', the selected 'ASP' shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource and the equipment requirements. The 'UPCB' expressly stipulates that the 'ASP's' selection under this 'Tender Document' is on the understanding that this 'Tender Document' contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment.

The 'ASP shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to the Bank. The bank will provide only the necessary hardware for the project to enable ASP to provide world class EFT / ATM switch. The ASP in their response to the bid need to clearly specify the hardware requirements needed to perform the implementation of this module. The ASP is required to provide the ATM / EFT switch on shared basis for the function of ATM drive and RUPAY card functioning. ASP should provide the option of connecting the on-site and off-site ATMs through the switch which will enable both types of ATM to run on NFS network. ASP should provide the reconciliation system for the 3 way reconciliation of the transaction. ASP should have an already integrated with National Financial Switch. ASP will enable bank's ATM/ Debit cards to run on all the nation-wide ATM which are connected to NFS. An ASP should have tie-up with most of the sponsor bank so that bank will have the wide choice of sponsor bank. ASP should also an interface with NPCI for the dispute management system. The ASP should provide the in-built ATM/ Debit card management system.

The ASP is required to evaluate the software with special reference to the available security built in to the package and suggest any shortcomings with respect to the system access, application access and network related security, antivirus packages installed and virus control mechanisms followed, user password maintenance, password algorithms used, user authentication, user security, data security (data storage formats), data accessibility, data manipulation from outside the menu, data management, data access controls from various user levels, audit trails, change request management, patch implementation management, restrictions to vendor access of live data etc. The ASP also has to make suggestions/remedies to mitigate the shortcomings noticed in the CBS software. The ASP also has to point out the adequacy of various log files maintained in the CBS software – various operations log, user logs, data updation logs in respect of all addition/modification/deletion of various types of operations.

The ASP also has to critically evaluate the functioning of DR processes, backup procedures followed, adequacy of backups taken etc. and make suitable suggestions to protect the interests of the Banks.

4.2.1 Broad Scope of work for switching services

1. Integration & Interface with the CBS
2. MPLS connectivity
3. Rupay card / welcome kit designing
4. Reconciliation module
5. SMS module
6. Charging module
7. Data Centre (Hardware & Infrastructure)

4.3 Terms and conditions

The ASP must also submit specific suggestions/ recommendations and other detailed steps for enhancing the Facility Management Services, Environmental Controls, Logical Access Controls & End User Computing, based on the best industry practices.

5 Selection Criteria

5.1 Tender Methodology

- a) The tender methodology adopted is “Two Bid System” i.e., Technical Bid and Financial bid.
- b) The Technical Bid should be placed in a non-window sealed cover super-scribed with “TENDER DOCUMENT No. _____ “Technical Bid for System Audit“.
- c) The envelope containing Technical Bid should also contain One Demand Draft for Rs.200000/- (Two Lakh Only) & Rs. Rs.1000/- (Five Thousand Only) for Tender Fee.
- d) The DD should be drawn in favour of Uttar Pradesh Cooperative Bank Limited”, payable at Lucknow. The EMD will not carry any interest
- e) The Financial bid should be placed in non-window sealed cover super-scribed with “TENDER DOCUMENT No. _____“, “Financial bid for ASP“.
- f) All the covers, thus, prepared should also indicate clearly the Name and Address of the ASP.
- g) The bidder shall bear all the costs associated with the preparation and submission of the bid and UPGB will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- h) Bids submitted without EMD and Application Fee Demand Draft will not be considered for evaluation.
- i) Bids sent by fax or e-mail will not be considered for evaluation.

5.2 Selection process

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of Technical evaluation and the price quoted. The Technical and Commercial Assessment shall have weightage of 70% and 30%, respectively, for evaluation, and these weightage shall be taken into consideration for arriving at the L1 price.

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

Phase I (Technical Offer): Envelope I containing the technical bids will be opened and bidders meeting the eligibility criteria will be short-listed. The bidders need to explain their understanding of the project clearly in their Technical proposal. All bidders scoring more than 70 marks (in technical criteria) will be selected as the Technically Qualified Bidders. In case, less than three bidders get more than 70 marks in the technical criteria, the top three bidders getting the maximum marks in Technical Capability will be given preference, subject to them getting at least 60 marks.

Phase II (Financial Offer): The Financial bids for short listed bidders after Phase I, will be opened. Based on overall assessment and calculation of L1 vendor given below, selection of L1 vendor will be done.

The proposal shall be organized and submitted as per the following sequence:

- a) Table of Contents (list of documents enclosed)
 - b) EMD (Earnest Money Deposit)
 - c) Application money
 - d) Technical proposal **with detailed activities broken down, effort estimate, and manpower estimated to be deployed**
 - e) Compliance certificate for all the terms and conditions
 - f) All copies of certificates, documentary proofs etc.
 - g) Technical Bid
 - h) Financial Bid
 - i) Self assessment check list of documents etc.
- All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and signed by authorized signatory on behalf of the Bidder.
 - The number should be a unique running serial number across the entire document.
 - The bidder has to submit a soft copy of the entire proposal in a CD. It should be noted that in case of any discrepancy in information submitted by

the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

- The Bids shall be addressed and submitted to: ***“The Managing Director, Uttar Pradesh Cooperative Bank Limited, Vidhan Sabha Marg, Lucknow – 226001”***.
- The bids (arranged as mentioned above) are to be submitted to the Managing Director, UPCB, Lucknow marked with the tender number, at the above address on or before the due date & time as specified.
- The bid submitted anywhere else is liable to be rejected.
- It may be noted that all queries, clarifications, questions etc., relating to this ‘Tender Document’, technical or otherwise, must be in writing only and should be to the **nominated point of contact**. Bidders should provide their E-mail address in their queries without fail.
- The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.
- The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

5.2.1 FORMATS OF BIDS:

The bidders should use the formats prescribed by the Bank in the 'Tender Document' for submitting both technical and financial bids.

5.2.2 Registration of 'Tender Document'

Registration will be effected upon 'UPCB' receiving the 'Tender Document' response in the above manner. The registration must contain all documents, information, and details required by this 'Tender Document'. If the submission to this 'Tender Document' does not include all the information required or is incomplete or submission is through Fax mode, the 'Tender Document' is liable to be rejected. All submissions, including any Banking documents, will become the property of 'UPCB'.

5.2.3 Bid Validity Period

'Tender Document' will remain valid and open for evaluation according to the terms for a period of at least six (6) months from the time the 'Tender Document' submission process closes on the deadline for lodgment of 'Tender Document's.

5.2.4 Notification

'UPCB' will notify the successful respondents in writing as soon as practicable about the outcome of the 'Tender Document' evaluation process. 'UPCB' is not obliged to provide any reasons for any such acceptance or rejection.

5.2.5 Disqualification

Any form of canvassing / lobbying / influence / query regarding short listing, status etc will be a disqualification;

6 Technical Bid

Firms meeting the eligibility criteria as described in the following sections will be considered for evaluation.

The Bank reserves the right to change or relax the eligibility criteria to ensure inclusivity.

6.1 Eligibility Criteria

The Bidder (application Service Provider) is required to meet the following 'minimum eligibility criteria' and provide adequate documentary evidence for each of the criteria stipulated below :

1. The ASP should be a registered firm and should have been in existence for a period of at least 3 years.
2. The ASP should have registered office in India
3. The ASP should have minimum turnover of Rs. 50.00 lac in the last 3 consecutive years
4. The ASP should have experienced personnel in the field of banking who have been with the firm for over a period of at least 3 years.
5. The ASP must have a client list of more than 15 clients providing the same solution on NFS network.
6. Experience in providing switching services to cooperative banks shall be preferred.

7. The ASP should not have been blacklisted by any Government Department / PSU / PSE or Banks in India

Supporting Documents for Eligibility Criteria:

Following supporting documents must be submitted by the firm along with the technical proposal:

- (a) For S. No. 1 & 2 above, the firm must submit an attested copy of Certificate of Licensing body as on 01/01/2013 & Partnership Deed).
- (b) For S. No. 3, the firm must submit, a copy of the audited balance sheet.
- (c) For S. No. 4 & 5, the firm must submit a details of resources.
- (g) For S. No. 7, the firm must submit a self declaration in this regard;
- (h) Bidder must submit a detailed statement of facts and profile of the firm along with the 'Tender Document'. Copies of PAN Card, & Service Tax Registration;

The 'UPCB' will apply the Technical Evaluation criteria (methodology) as deemed fit for the purpose of evaluation in consultation with the committee constituted for this purpose. The evaluation criteria as applied by the 'UPCB' will be final and binding and no bidder will have the right to challenge or question the criteria applied by the 'UPCB'.

7 Terms and conditions

I. Adherence to Terms and Conditions:

The bidders who wish to submit responses to this 'Tender Document' should note that they should abide by all the terms and conditions contained in the 'Tender Document'. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. A line of confirmation to this effect is required along-with Technical Proposal.

II. Execution of Agreement:

The ASP should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the 'UPCB' and (b) Non-disclosure Agreement

Other terms and conditions:

'UPCB' reserves the right to:

- Reject any and all responses received in response to the 'Tender Document'
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to 'Tender Document' by any bidder, with any other bidder(s) /others, in any form.
- Cancel the 'Tender Document' / Tender at any stage, without assigning any reason whatsoever.

Professionalism: The ASP should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

Adherence to Standards: The ASP should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

The 'UPCB' reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Expenses: It may be noted that Bank will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

The bidder cannot change the 'Team Leader' during entire period of execution of the scope unless consented in writing by the Bank.

The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

The bidder is expected to quote for the prices of the services inclusive of applicable taxes as on the date of bid submission. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank

Agreement cum Purchase Order.

Introduction:

This agreement made in -----on -----
By & Between

----- hereinafter referred to as -----
----- **“The Bank”** (which expression shall unless repugnant to the context and meaning thereof mean and include the current branches of the Bank in the Territory and its successors and assigns) of the First Part through -----

AND

-----, a private limited company incorporated under the provisions of the Companies Act,1956 and having its registered office at -----
-----,hereinafter referred to as “-----” (which expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns) of the second part through its -----

WHEREAS:

- A. National Payments Corporation of India (NPCI) has launched a sponsor bank program to allow smaller banks to join the National Financial Switch as sub-members.
- B. _____ has invested in EFT Switch infrastructure and is certified by National Payments Corporation of India (NPCI) as an Application Services Provider for NPCI's sponsor bank program.
- C. The Bank with the objective of facilitating its customer service, has requested [Sponsor] Bank for the facility of sponsoring its membership on National Financial Switch platform provided by National Payment Corporation of India for usage of ATM cards by its card holders. [Sponsor] Bank has acceded to the said request on the terms and conditions contained in this agreement.
- D. The Bank has approached _____ to extend services for handling of card transactions of its card holders on NFS platform by providing connectivity to NFS Switch and switch provided / run on account of The Bank.
- E. _____ has as a part of and in furtherance of its obligations under existing conditions of services offered as an application service provider for NPCI's sponsor bank program willingly agreed to extend its services for handling of card transactions of the card holders of The Bank.

NOW IT IS AGREED AND UNDERSTOOD BY AND BETWEEN THE BANK AND _____ AS FOLLOWS:

1 Definitions:

Unless the context or meaning otherwise requires or implies, the following words used in the Agreement shall have the meaning stated below:

'**ASP**' shall mean Application Service Provider

'**AWM**' shall mean Any Where Money System.

'-----' is a technology and delivery platform owned by _____.
AWM System is implemented on this delivery platform

'**Agreement**' shall mean the Agreement which has been executed between the parties will free consent and shall also include any modification, alteration and amendment of this Agreement from time to time.

'**ATM**' shall mean Automated Teller Machine that facilitates transactions like cash withdrawal, balance inquiry, mini statement of last ten transactions on the account.

'**RuPay Card**' shall mean the ATM plastic card with RuPay logo as approved by NPCI and issued by The Bank to its account holders.

'**Bank**' shall mean ----- and include its existing -----

'Branches' shall mean the branches of ----- other than the Home Branch.

'Commencement Date' shall mean the date in which the agreement becomes enforceable after execution of the agreement.

'Confidential Information' shall mean the data / information concerning the customers Transactions and monetary details in relation to the switch transactions which shall be governed under law.

'Data Center' shall mean the data center set up, operated and controlled by _____ or its business associate/s with whom _____ has entered into a contract in this regard.

'Operational Territory' shall mean and include the territory in which the government permits or allows The Bank to carry its operations.

'PIN' shall mean the Personal Identification Number for the ATM Card.

'Person' shall mean an individual, firm, company, society, body corporate, trust or association of persons or as defined under the relevant Act.

'Point of Sale Terminal' or **'POS'** shall mean the electronic device to facilitate the Transaction.

'NPCI' shall mean National Payments Corporation of India.

'NFS' shall mean National Financial Switch operated by NPCI.

'Charges / Fees' shall mean charges to be given by the Bank to _____ for AWM System and Switching Services.

'Security' shall mean the security specifications as per ISO 27001 certifications and other security certifications.

'Switching Services' shall mean providing EFT Switch on ASP basis for facilitating card based transactions on ATM / POS terminals.

'Transactions' shall mean and include:

- i. The banking transactions for (a) Withdrawal of Money (b) Balance Enquiry(c) Mini Statement (d) PIN Change and any other transactions which form a part of the product offering as per the provision of law.

"Technical Failure / Fault" shall mean the failure in the AWM System due to bugs in the software on POS terminal or EFT (Electronic Financial Transaction) switch.

'Value Added Services' shall means and include additional services to be provided to card account holders such as payment of insurance premium, bill payment, payment for purchase of financial/non-financial products and services, advertisement of products/services,

sampling of consumer goods, tie-ups with mobile service providers, customer loyalty cards/ pre-paid cards, tie ups with other commercial banks etc.

2 It is further agreed between and by both the parties as follows:

- A. Both the parties individually or jointly as required by National Payment Corporation of India and [Sponsor] Bank would move an application for accessing National Financial Switch and undertaking financial settlements.
- B. The duties and responsibilities of each of the party to this agreement would be as defined in paras mentioned hereinafter and as amended from time to time as mutually agreed by and between the parties
- C. The copies of this agreement can be shared by each of the party with sponsoring bank and NPCI if these entities demand same and also with regulators or any Judicial authority empowered to demand same.

3 The Bank agrees, covenants and confirms to _____ as under:

- a) It is competent and authorized to enter into this Agreement pursuant to the resolution No [•] passed by its Board Meeting held on [•] through General Manager, -----

- b) The proprietary right for “-----” process patent for Any Where Money in relation to Banks in India belong to _____ or as per the provision of law.
- c) Bank and _____ would allow each other to use each others' name, address, contact details and information within the public domain to promote the AWM System.
- d) It shall permit _____ to engage a business associate /technical partner / sister concerns or sub-contract for the purpose of carrying out back office operations required for the implementation of the AWM System and Switching Services.
- e) _____ will be free to canvass, solicit, sell and market Value Added Services after consultation with the bank to the AWM Account Holders and decide regarding the time, quantum and manner of charging fees to the AWM Card Holder with prior written consent of the bank.
- f) The Bank confirms that it has read and understood Annexure B and agrees to fulfill the responsibilities mentioned therein.
- g) The Bank shall issue cards as per specifications issued by NPCIL capturing the BIN allocated to its existing customer with logo of NPCI and Sub Member Bank
- h) The Bank shall authorize _____ to receive and send messages for card transactions (financial and non financial) generated by card holders of The Bank on ATMs linked to _____'s Switch or any other payment platform linked to _____'s Switch.
- i) The Bank shall maintain customer accounts in a core banking system host that is available on a 24x7 basis and set up necessary networking and software

components to connect this system with _____'s EFT Switch in order to process transaction request messages in ISO8583 format received from the said switch.

- j) The Bank shall pay the charges for the services extended by _____ for facilitating card transactions and other services as specified in annexure A.
- k) The Bank shall provide information to _____ on the cards issued on real time basis in format as required by regulator / National Payment Corporation of India / Sponsor Bank / as mutually approved so as to facilitate Application Service Provider to update the data in systems for identification of cardholders based on card no and BIN no.

4. -----agrees, covenants and confirms to the Bank as under:

- i. It is competent and authorized to enter into this Agreement pursuant to the resolution dated ----- passed by its Board of Directors.
- ii. It will obtain the prior written consent of Bank for providing Value Added Services from time to time to the Card Account Holders.
- iii. _____ will provide access to the Bank to the EFT Switch hosted at _____'s Data Center. Bank will provide for the connectivity required for this purpose. _____ will procure and maintain all the software and hardware systems for running the EFT switch at its data center.
- iv. Any information received by _____ regarding the Bank's Account Holders is Confidential Information and _____ will adopt adequate security measures to ensure that the Confidential Information is not disclosed or divulged to a third party.
- v. ----- will adopt security and safety measures for data center as per the industry standards.
- vi. ----- shall remotely monitor the network connectivity to ensure smooth functioning of transactions.
- vii. ----- confirms that it has read and understood Annexure B and agrees to fulfill the responsibilities mentioned therein.
- viii. ----- shall provide 24 X 7 system support to facilitate seamless financial and non financial card transactions on ATMs linked to NFS network
- ix. ----- shall host the card data for the sub-member bank in the EFT Switch database and manage the entire life cycle of the card data along with PIN management in a secure manner.
- x. ----- shall drive the ATMs of the bank and process transactions acquired on it from cards issued by the bank as well as cards issued by any other bank connected to the NFS.
- xi. ----- shall provide Dispute Management Services support to The Bank for raising and receiving disputes and feedback from other NFS members including Sponsor Bank as per time lines prescribed by NPCI

- xii. -----shall receive messages received from NFS server through Liquidity Manager or directly for financial and non financial transactions and process the transactions by
 - 1. carrying out validity check on the card
 - 2. carrying out any other checks as required under regulations / required by The Bank
 - 3. sending the transaction to the core banking system host of The Bank for further processing
- xiii. -----shall send messages back with positive / negative response to NFS Server / Liquidity manager in domain of NPCI post debiting of the account of the card holder with The Bank subject to availability of funds
- xiv. _____ shall provide daily report to The Bank at intervals agreed mutually for the card transactions both successful and rejected
- xv. _____ shall extend reconciliation support to The Bank for reconciling transactions between report received from NFS / Sponsoring Bank and report generated from The Bank core system for card transactions
- xvi. _____ shall provide report on usage of card transactions with list of cards where the cash transactions / total transactions per month exceeds predetermined threshold limit as defined by regulator / sponsor bank / NPCI or The Bank
- xvii. _____ shall reject transactions where minimum / maximum transaction limit has been set for card usage and transaction amount is not in the range agreed
- xviii. _____ shall block the cards wherever instructions are received from The Bank
- xix. _____ shall maintain and make available ~~electronic journal and other~~ data in electronic format and data entries for period of 10 years or for such period as is required under Bankers Books Evidence Act 1888 in electronic format and make same available to The Bank
- xx. _____ shall maintain confidentiality of data received from Sponsor Bank / NPCI / The Bank and not share same with any internal or external authority except regulators or statutory authorities

5. Scope of Services

A. Transactions List:

- a. On-Us ATM Transactions:
 - i. Cash Withdrawal, Fast Cash
 - ii. Balance enquiry
 - iii. Mini Statement
 - iv. PIN Change
- b. NFS transactions (issuer and acquirer)
 - i. Cash Withdrawal

- ii. Balance Inquiry
- iii. Mini Statement
- iv. PIN Change

As and when new transactions are available and The Bank decides to offer them to its clients, they would be added to the above list with mutually agreed cost.

- B. Annexure A gives the commercial terms
- C. Annexure B gives the details of the responsibilities of _____ and Bank.
- D. The Bank will allow _____ to demonstrate the system to its clients / prospects and other third parties at bank's premises.
- E. Annexure C gives Details of HO, Number of Branches, ATM, POS & Card During the time of Agreement
- F. Annexure D gives Details Commercials for Card Management

Charges for any new services introduced would be decided mutually from time to time.

6. Commencement of the -----and Switching Services Project:

The Parties agree that the -----Switching Services Project will commence on the Commencement Date i.e after execution of the agreement.

7. Termination

- i. It is agreed between both the parties that this contract will end after 05 years form the commencement date i.e after execution of the agreement.
- ii. After 05 years if both the parties mutually agree upon the terms and conditions then parties are at liberty to continue this contract on the basis of relevant terms and conditions.
- iii. After 05 years both the parties have no right to claim anything in respect of this agreement or any terms and conditions of this agreements.
- iv. If the Bank continues to use ----- system beyond five years this contract gets renewed for further five years.
- v. Either party can terminate this agreement by giving a 90days notice in writing to the other party.

8. After termination of this Agreement:

- i. _____ shall be entitled to take back the all properties, gadgets, instruments and articles which are owned or leased by _____ and also receive the Charge / Fees due upto the date of termination.
- ii. The Parties will settle all accounts within 90 days from the date of termination of this Agreement.

- iii. The Parties expressly agree and undertake that they will not induce, solicit, employ, appoint or recruit any employee or personnel engaged by any of the Parties at any time during the term of the Agreement.
- iv. _____ would provide to the Bank the data of cardholders held in its database and remove the same from its system completely.

9. Confidentiality

The Parties jointly and severally agree and undertake not to directly or indirectly divulge, disclose or reveal to any third party any information / data / financial affairs/ clientele / business plans and schemes / marketing strategies or any matter pertaining to the contents of this Agreement that may have been acquired or imparted or disclosed to them for the purposes of this Agreement or otherwise obtained by any Party (herein called 'Confidential Information'). However disclosure of any part of this Agreement to any Court of law or other regulatory authority in order to comply with any legal requirements shall not be constructed as a breach of this clause.

A party receiving Confidential Information of the other party will: (i) not use the Confidential Information for any purpose other than the performance of its obligations under the Agreement; and (ii) not disclose Confidential Information to any third party except with the prior written consent of the disclosing party; and (iii) protect the Confidential Information using the same procedures and practices as the receiving party uses to protect its own confidential information, and (iv) require its employees, agents and subcontractors who may gain access to the Confidential Information during the performance of their duties under the Agreement to comply with the provisions hereof and (v) require its professional advisers (who may gain access to the Confidential Information as reasonably necessary to fulfill their fiduciary responsibilities to the receiving party) to comply with the provisions hereof. The aforementioned notwithstanding, no disclosure may be made to competitors of the disclosing party.

10. Severability

If any provision of this Agreement is adjusted by a court to be void or unenforceable, the same shall in no way affect the other provisions of this Agreement or the validity and enforceability of the other terms of this Agreement.

11. Alteration or Modification

No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties hereto unless made in writing duly executed by or on behalf of both the Parties hereto.

12. Dispute Resolution; Arbitration

- i. Any and all claims, dispute, difference, questions or controversies involving the parties and arising out of or in connection with this Agreement or the execution, interpretation. Validity, performance, breach or termination hereof (collectively,

“Disputes”) which cannot be finally resolved by the Parties within 45 calendar days of the arising of a Dispute by amicable negotiation shall be resolved by arbitrator and it is binding to both the parties.

- ii. The arbitration shall be held in Delhi (Delhi) in accordance with the -----
-----Each party shall bear its own cost of arbitration.
- iii. The court in Delhi shall have jurisdiction in matters relating to this Agreement.
- iv. The _____ shall have to become the ‘B’ class nominal member of the bank.

13. Force Majeure

- i. Notwithstanding anything contained in this Agreement no Party shall be liable for non- performance or delay in performance of any obligation stipulated in this Agreement if such non-performance or delay is caused by Force Majeure. Any Party affected shall give prompt notice together with any notice or information it had received regarding the Force Majeure event to the other parties advising of the occurrences and effects of the event of Force Majeure and shall use all resources form the event of Force Majeure For the purpose of this Section, “Force Majeure” shall include any order , regulation or written directive of any Governmental Authority which has jurisdiction over the activities of any party; any insurrection , riot, war (whether declared or not) civil war, fires, floods, earthquakes or other natural disasters; protracted labor disputes or any other cause beyond the reasonable control of the affected party.
- ii. It the event the Force Majeure continues for a continuous uninterrupted period of not less than 7 days the Parties shall consult each other and decide on the future implementation of this Agreement.
- iii. Notices: All notices, waivers and other communication required or permitted hereunder shall be in writing, in the English language and shall be deemed to have been duly given when received by the addressee and delivered at the addresses specified below.

a. If to the Bank: -----

Telephone:
Telefax:
Attention: -----

b. If to _____

Telephone: -----
Telefax: -----
Attention: -----

Or such other address or addressed as the Parties may from time to time designate by written notice. All such notices must be delivered by fax / email which is to be confirmed by registered post.

14. Waiver

The failure to exercise any rights or remedies provided for herein shall not be considered a waiver of such provisions, right or remedy or in any way affect the validity of this Agreement. The failure of any party to enforce any such rights or remedies shall not preclude such Party from later enforcing or exercising any rights or remedies that it may have under this Agreement.

15. Intellectual Property Rights

Intellectual Property Rights means and includes copyrights, registered designs, patents, trademarks, service marks, design rights (whether registered or unregistered), applications for any of the above, rights to extract data, trade secrets, rights of confidence and all other similar rights recognized in any part of the world;

All Intellectual Property Rights with reference to ----- and its applications lie solely with _____.

16. Governing Law

This Agreement shall be governed in all respects by the substantive laws of India.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first herein above written.

Signed, Sealed and Delivered by the Bank who had affixed its seal on this Agreement pursuant to the resolution passed by its Board of Directors at a meeting held on _____ hereunto in the presence _____ & _____ who had signed these presents in token thereof.

Signed, Sealed and Delivered by _____ who had affixed its seal on this Agreement pursuant to the resolution passed by its Board of Directors at a meeting held on - -----hereunto in the presence of Mr Prakash Ranade who has signed these presents in token thereof.

IN WITNESS hereof signed and executed

On behalf of ----- ;

 On behalf of -----

ANNEXURE A – Charges payable by the Bank to

Sr.No.	Details	Price									
1	Integration, interfacing and host / ATM certification fees	Rs.----- one time.									
2	ATM Driving fees, no separate charge for on-us transactions (your bank's cards on own ATMs)	-----									
3	Switching fees for NFS Transactions <i>Note: Acquiring bank gets Rs 18 per withdrawal and Rs 8 per balance inquiry. Issuing bank pays this fee in addition to switching fees to NFS.</i>	Fees (Rs.) payable to ----- Technologies for each successful transaction processed through NFS: <table border="1"> <thead> <tr> <th>Transaction type</th> <th>Acquiring</th> <th>Issuer</th> </tr> </thead> <tbody> <tr> <td>Financial (Withdrawal)</td> <td>-----</td> <td>-----</td> </tr> <tr> <td>Non-financial (balance inquiry)</td> <td>-----</td> <td>-----</td> </tr> </tbody> </table> -----per month one year advance	Transaction type	Acquiring	Issuer	Financial (Withdrawal)	-----	-----	Non-financial (balance inquiry)	-----	-----
Transaction type	Acquiring	Issuer									
Financial (Withdrawal)	-----	-----									
Non-financial (balance inquiry)	-----	-----									
4	Re PIN Mailer printing (not required if branch POS system is implemented)	Rs.-----per PIN mailer, including stationary.									
5	One Time Card Development Charges for Debit Card & KCC	Rs.-----									

Payment Terms:

Sr.No.	Details	Terms
1	Integration, interfacing and host / ATM certification fees	100% advance along with order.
2	ATM Driving fees	NA
3	NFS Transaction Fees	Invoice will be raised on first of every month for transactions processed during preceding month, which needs to be cleared by the bank within 10 working days.
4	PIN Mailer printing (not required if branch POS system is implemented)	50% advance, 50% on delivery
5	One Time Card Development Charges	100% Advance with P. O.
6	Taxes / duties	All the above prices are exclusive of VAT/Service tax or any other duties. The same are payable by The Bank to _____, as may be applicable at the time of billing.

ANNEXURE B - Responsibilities

Operations Responsibility

Sr. No	Steps	Responsibility
1	Data Centre Set up and Maintenance for EFT switch	_____
2	Hardware set up at Bank's data center	Bank
3	RuPay Card design, its approval from NPCI	Bank
4	POS installation, providing KEY cards	_____
5	Sending data for cards to be loaded in Switch	Bank
6	Loading card data in switch and generating PINs for the same	_____
7	Safe storage and use of KEY cards	Bank
8	Activation of cards at branches	Bank
9	Training for POS usage	_____
10	Publicity & Promotion	Bank
11	Providing ISO8583 Interface between _____'s EFT Switch and CBS Host at bank	Bank
12	Processing reconciliation of raw data files for NFS transactions with Switch's log and providing the reconciliation report to The Bank and Sponsor Bank	_____
13	Providing transactions data on daily basis for reconciliation	_____
14	Reconciliation of switch transactions with CBS host	Bank
15	Reconciliation of NFS transactions with settlement report provided by Sponsor Bank	Bank
16	Forwarding Issuer disputes for NFS transactions to Sponsor Bank in a format given by Sponsor Bank	Bank
17	Processing and replying to acquirer disputes forwarded by Sponsor Bank	Bank

Investment/Expense Responsibility

Sr. No	Particulars	Responsibility
1	Purchase of equipment, MPLS network links at Datacenter for EFT switch	_____
2	Purchase of equipment, MPLS network links at Bank's data center	Bank
3	POS terminals (as per _____'s specification)	Bank
4	Recurring Networking and Telecom cost at Bank's data center	Bank
5	Recurring Networking and Telecom cost at _____'s data center	_____ _____

DRAFT